



Environmental Remediation, Infrastructure Construction, Facility Support Services

TO: Prospective Offeror

DATE: May 25, 2016

RE: Request for Proposal (RFP) Number EPS21501-0023-001 for Transportation and Disposal Services at the Niagara Falls Boulevard Site in Niagara Falls, New York.

Guardian Environmental Services Company, Inc. (GES) has identified your company as a potential vendor for the referenced acquisition for the above referenced solicitation.

Your firm is hereby requested to submit a proposal in response to this solicitation. Responses to this solicitation must be submitted by 3:00 PM on Friday, May 27, 2016 to be considered for award. Emailed proposals are acceptable for this solicitation.

BASIS FOR CONTRACT AWARD

The Subcontract award will be based on scheduling availability, technical capability, cost, and past performance. The technical evaluation will include a review of bidders' general qualifications and the information requested in this RFP. Proposals should be submitted in the most favorable terms, from a price and technical standpoint, as an award may be made on the basis of the proposal submitted and without further discussion. GES reserves the right to accept or reject all or part of any bid and to waive any and all formalities whenever in the best interest of GES.

GES reserves the right to award multiple and/or partial contracts for this solicitation or cancel this proposal at any time and does not commit itself or the U.S. Government to pay for any costs incurred in the preparation and submission of a proposal. This document is neither a Purchase Order nor a Subcontract. Submission of a proposal does not in any way guarantee award of a Purchase Order or Subcontract.

Response submittals should be sent to:

Janelle Kite
Guardian Environmental Services
Company, Inc.
70 Albe Drive
Newark, Delaware 19702
Fax: (302) 834-1959
Email jkite@gesoncall.com



Environmental Remediation, Infrastructure Construction, Facility Support Services

If you have any questions regarding this solicitation, please contact Janelle Kite at 302-518-1917.

Sincerely,

A handwritten signature in black ink that reads 'Janelle M. Kite'. The signature is written in a cursive style with a horizontal line underneath.

Janelle Kite
Transportation & Disposal Coordinator

Attachment A - Request for Proposal



Environmental Remediation, Infrastructure Construction, Facility Support Services

EXHIBIT A

Request for Proposal

RFP No. EPS21501-0023-001

Transportation and Disposal Services

**Niagara Falls Boulevard Site
Niagara Falls, NY
May 25, 2016**

Guardian Environmental Services Company, Inc. (GES) has been tasked by the United States Environmental Protection Agency (EPA) Region II to conduct a removal action at the Niagara Falls Boulevard Site located at 9450 Niagara Falls Boulevard in Niagara Falls, NY. The Scope of Work required under this RFP or contract is for the subcontractor(s) to provide all labor, equipment, materials, supplies, and permits necessary to properly perform transportation and disposal as described below in Section A.2.1 from the EPA, Region II, Niagara Falls Boulevard site. A description of the scope of work to be performed is provided below in Section A.2.

A.1 Site Information

Site Name: Niagara Falls Boulevard

Street Address: 9450 Niagara Falls Boulevard
Niagara Falls, NY 14304

Situation: GES is currently performing site cleanup activities as the prime contractor for EPA Region II at the Niagara Falls Boulevard Site in Niagara Falls, NY. In order to perform cleanup, GES requires crude oil contaminated debris be removed from site for off-site disposal at a CERCLA acceptable facility. The facility and transporter must have all applicable permits, licenses, etc. to perform this work.

A.2 Scope of Work

The chosen vendor will provide disposal services for the types of waste listed in the table below. It should be noted that these are estimated volumes and there is no guarantee of the full amount of items being awarded to the selected vendor(s).

A.2.1 Description

Item	Description	EPA Hazardous Waste Codes	Approximate Quantity	Unit Measure
1	Disposal of Non-Hazardous Debris	None	0-60	Ton
2	Transportation of Line Item 1 via 30 Yard Rolloff Boxes	NA	0-4	Load
3	Demurrage – Allow 2 free hours load time	NA	0-2	Hour
4	Taxes (State, County/Local)			

Line Item 1 – is for the disposal of non-hazardous debris. Debris will consist of clean trash and building debris to include concrete, drywall, and framing materials.

Line Item 2 – is for the transportation of Line Item 1 via 30 yard rolloff boxes. Rolloffs must arrive on-site clean and empty of debris. All drivers and vehicles must have legal permits and all applicable licenses to haul this material.

Line Item 3 – In the event that Demurrage is incurred during the loading of this waste. GES requires subcontractor to allow two (2) free hours of load time. Award of this RFP will not be based on this line item, but the unit rate and extended rate will be included in the not-to-exceed value of the awarded subcontract. See Section A.6.4 Demurrage.

Line Item 4 - GES is not tax exempt therefore all applicable State and Local taxes must be included in this line item. Tax should be applied for the state where the waste will be disposed of.

A.3 Schedule

GES anticipates needing boxes spotted near the end of the week of May 30, 2016. See Section A.5, Liquidated Damages, below for penalties associated with not meeting the deadlines outlined in this section.

Within sixty (60) days of waste shipment all waste disposal must be complete and all certificates of disposal and completed invoices received (must include at a minimum: all related executed manifests and all certificates of treatment, storage and disposal not previously received by GES and weight tickets as appropriate). *For any delay in the waste disposal or receipt of deliverables, payment will be reduced by 5% of the total invoiced amount under this subcontract for each 30-day period, beginning on the first day of each 30-day period.*

A.4 Health and Safety

Subcontractor organizations are responsible for safely performing their assigned work activities in accordance with all applicable federal, state, and client-specific occupational safety, health and environmental (SH&E) regulations and requirements. Subcontractors will be provided with GES's project-specific SH&E documentation for the specification of minimum acceptable on-site SH&E performance. Subcontractors are responsible for ensuring that their employees and any contract employees are provided with the appropriate SH&E information, equipment and training. All equipment brought onsite must meet all applicable federal, state, and local regulations. The Subcontractor will be solely responsible for the safety of their employees and meet, at a minimum, regulatory standard compliance of 29 CFR parts 1910 (General Industry).

- Any cost or schedule impacts resulting from a subcontractors' non-compliance with applicable SH&E regulations and requirements or GES operational procedures are the responsibility of the subcontractor.

Subcontractors work activities associated with the setup, maintenance and removal of all equipment and performance of tasks must comply with federal, state, and local regulations. Subcontractors must at all times when on the project worksite, subcontractor personnel will wear, at a minimum, Level D personal protective equipment (PPE) to include the following, regardless of existing site conditions or hazards:

- Long pants and short sleeved or long sleeved shirts
- Hard hats
- Safety glasses (ANSI Z87.1-1989)
- Safety-toe work boots (ANSI Z41.1-1969) – protection of the ankle areas is required
- Highly-reflective safety vest (when working around mobile equipment, in high traffic areas, or around vehicle traffic)

The Subcontractor is solely responsible for the safe performances of all agreed services by its employees and/or subcontracted service providers and implementation of any appropriate/ required written health and safety documentation. All work will be performed in accordance with applicable federal, state, and local regulations governing health and safety, including the health and safety rules established for the site. The Subcontractor must take all steps and precautions to prevent accidents and/or injuries to site personnel, visitors surrounding environment and community. The Subcontractor will immediately report all injuries, illnesses, and accidents to the GES Project Manager and provide follow-up documentation as required by the HASP (Health and Safety Plan).

A.5 Liquidated Damages

For any delay in the acceptance of the waste from the site, not due to acts of GES, or other factors outside of the subcontractor's control (such as inclement weather, floods, acts of war, etc.) a reduction in the total charge for services will be **\$1500.00** per day, for each additional day the waste remains on site (see A.3 Schedule). For any costs incurred by GES due to subcontractor non-performance, costs incurred will be deducted from the subcontractor's invoice.

For any delay in the waste disposition or the receipt of the certificates of disposal will result in a reduction of total payment by 5% per each 30-day period.

If liquidated damages are invoked GES will deduct the charges from the subcontractor's invoice prior to payment and notify the subcontractor in writing.

A.6 Additional Requirements

A.6.1 CERCLA Compliance – This section must be completed.

Vendor's proposed facilities must comply with the CERCLA off-site rule (Subcontract clause 3.1). The facility(ies) accepting the waste must be in compliance with the CERCLA Off-Site Disposal Rule (40 CFR 300.440 as stated in Federal Register Vol. 58, No. 182, dated September 22, 1993) and must have all required permits. All intermediate facility(ies)/Treatment, Storage, and Disposal Facility(ies) (TSDF) at which waste stops en route to the final disposal facility must also be listed and in compliance with the off-site policy. If, at any time during the duration of this contract, the TSDF or ultimate disposal facility receives notice that it is not or may not be in compliance with the CERCLA Off-Site Disposal Rule, the subcontractor shall notify Janelle Kite with GES immediately by phone call and in writing. In any event, GES shall have the right to unilaterally terminate this contract.

The generator of this waste material is:

U.S. EPA Region II
2890 Woodbridge Avenue
Edison, NJ 08837
Contact: Jeff Bechtel

Transporter and Treatment, Storage, and/or Disposal Facility(ies) (TSDF) will take place at the following (use additional pages if necessary):

Facility Name	Facility Address	Facility EPA ID #	Line Item	Method of Disposal/Treatment
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Transporter Name	Transporter EPA ID #

GES will not pay for any Treatment, Storage, and/or Disposal which takes place at a facility not listed by the vendor herein as one of the disposal facilities that will be used. If a different disposal facility must be used, a written Change Order must be executed by GES and the subcontractor prior to its use in order for the subcontractor to be paid.

Signature of Subcontractor's Authorized Representative

Date

A.6.2 Deliverables

The subcontractor must supply GES with the following documentation.

A.6.2.1 Manifest

The subcontractor must provide fax/electronic copies of unsigned, completed manifests to Janelle Kite of GES located at 70 Albe Drive, Newark, DE 19702 at least three (3) days prior to shipment of the waste. GES must review and approve the manifest before submission to site. GES requires the unsigned, completed manifests to be delivered to site at least one (1) day prior to the shipment of the waste. For any delay in the receipt of the fax/electronic or site manifests, liquidated damages will accrue at twenty dollars (\$20.00) per day until all manifests are received. The subcontractor must provide a photocopy of all fully executed manifests to GES prior to invoicing; invoices will not be paid until these are received.

A.6.2.2 Certificates of Disposal

Certificates of disposal from the final facility must be sent to Janelle Kite of GES at 70 Albe Drive, Newark, DE 19702. If waste is accepted at one facility and is disposed of at another, the certificates must be from the final disposal facility. If waste is treated at one facility and remains of the waste are sent to a second facility, GES must receive a certificate of treatment from the first facility and a certificate of disposal from the final facility(ies). Certificates of disposal must include the number of the manifest when the waste was transported off site, as well as a description of the waste as reported on the manifest. Certificates must be received by GES within sixty (60) days from date of receipt of waste from site. Invoices will not be paid until these are received.

A.6.3 Off-Specification Material (Off-Spec)

In the event that any Off Spec material arrives at the disposal facility, prior written authorization must be given by Janelle Kite located at 70 Albe Drive, Newark, DE 19702 of GES before any additional charges are authorized to be incurred. GES defines Off Spec materials based on the composite analytical representing a particular waste stream. GES will not acknowledge load-specific surcharges. Before GES will authorize any additional cost, the contractor WILL provide in writing on company letterhead a statement certifying that the waste is Off Spec waste. The signatory person of this written statement must have the authority to bind the subcontractor's company legally. In addition to the statement that the waste is Off Spec, the written notification WILL include the reason the waste was deemed Off Spec. The reason WILL include how the waste was profiled and which parameter on the profile was incorrect. If the waste is deemed to be Off Spec due to its chemical nature, the Off Spec Notification must be accompanied by hard copy analytical data from the laboratory performing the testing that determines when materials are Off Spec. In this circumstance, it will be the subcontractor's responsibility to provide (if requested by the GES Response Manager) a thirty two ounce (32 oz) sample of the Off Spec waste at no additional cost to GES. If the waste is Off Spec due to physical characteristics, the vendor must provide photo documentation of the waste.

A.6.4 Demurrage

Please allow for two (2) free hours of loading prior to demurrage charges being applied per event, i.e. delivery or live-load event. Prior written approval must be received before any cost can be incurred. GES will not pay any demurrage cost without written documentation of when the truck arrived and when the truck departed the site or facility. GES will not pay more than five (5) hours demurrage per day and will not pay demurrage for more than four (4) days in any seven (7) day period. A day is defined as twenty four (24) consecutive hours. If the bid is for transportation and disposal, then it is the subcontractor's responsibility to schedule the waste into the disposal facility. GES will not pay demurrage at the facility unless the waste is outside of the parameters specified on the waste profile.

A.6.5 General Requirements

All EPA and DOT documentation, manifesting, marking, and permitting requirements, including but not limited to waste profiles, manifests, certifications of disposal, hazardous and solid waste transporter permits, decals, labels, and DOT placards are the responsibility of the subcontractor.

A representative from the subcontractor must be available, by telephone, during loading operations to coordinate the loading and offsite transportation activities with the GES Transportation and Disposal (T&D) Coordinator. The subcontractor will be required to adhere to the *Service Contract Rates* as outlined in Exhibit E of this subcontract agreement for all personnel working on this project.

All transportation scheduling and operations are to be coordinated with the GES T&D Coordinator, to limit potential demurrage time during loading operations and to minimize interference with site operations.

The original certificates of receipt (signed manifests) by the disposal facility must be returned to GES within seven (7) business days from the shipping date.

The period of performance for this Subcontract is anticipated to be 'Upon Receipt of the Notice to Proceed' through April 28, 2017. The GES T&D Coordinator will coordinate the exact date(s) with the selected Subcontractor(s).

**Exhibit B
Rate Sheet**

B.1 Bidder's Price

Pricing for Statement of Work described in Exhibit A. The price must be given in the format specified in this RFP. Any other format may cause your bid to be deemed non-responsive (pursuant to FAR 14.301). The description for each line item is provided in Section A.2 of the Statement of Work (see Exhibit A).

Item	Description	EPA Hazardous Waste Code	Approximate Quantity	Unit Measure	Unit Price	Extended Price*
1	Disposal of Non-Hazardous Debris	None	0-60	Ton		
2	Transportation of Line Item 1 via 30 Yard Rolloff Boxes	NA	0-4	Load		
3	Demurrage – Allow 2 free hours load time	NA	0-2	Hour		
4	Taxes (State, County/Local)					
GRAND TOTAL					\$	
Note: All prices should be shown in U.S. dollars and will remain valid for ninety (90) days from the date of this offer. Pricing must include all fees, fuel surcharges, costs of analysis, or any other costs, which may be involved in the normal course of transporting this waste to the designated facility, for accepting this type of waste into the facility, and for performing the treatment and disposal of this waste. GES will not pay any costs outside of the prices shown.						

** Please extend your bid to the highest quantity*

D.2 Bidder's Signature

This signature means that the bidder has read and understands this request for proposal and is willing to execute a GES subcontracting agreement (site where subcontract is enclosed) (enclosed) without changes. **The signatory must have the authority to legally bind the company submitting a proposal.** The signature on this document represents that all submitted proposal information is accurate and truthful. Submitted pricing must be all inclusive, in the format illustrated within this proposal. GES will not pay any costs outside of the prices submitted within this proposal.

 Company's Name

 Company Seal

 Authorized Signature

 Date

 Printed Name and Title of Authorized signatory

EXHIBIT C
PAST PERFORMANCE QUESTIONNAIRE

Vendor Name: _____

RFP No.: EPS21501-0023-001

The following provides information on at least three (3) contacts that the Offeror has completed in the past three years and that are similar in nature to the work required under this RFP.

PROJECT 1	
CLIENT NAME	
CLIENT ADDRESS	
CONTRACT NUMBER	
DESCRIPTION	
CONTRACT VALUE	
PERFORMANCE PERIOD	
POINT OF CONTACT	
PHONE NUMBER	

PROJECT 2	
CLIENT NAME	
CLIENT ADDRESS	
CONTRACT NUMBER	
DESCRIPTION	
CONTRACT VALUE	
PERFORMANCE PERIOD	
POINT OF CONTACT	
PHONE NUMBER	

PROJECT 3	
CLIENT NAME	
CLIENT ADDRESS	
CONTRACT NUMBER	
DESCRIPTION	
CONTRACT VALUE	
PERFORMANCE PERIOD	
POINT OF CONTACT	
PHONE NUMBER	

Representations and Certifications

52.252-1 - Solicitation Provisions Incorporated by Reference (Feb 1998) This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Subcontracts Representative will make their full text available.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007) (Applicable to Orders in excess of \$100,000)

The following full text **Federal Acquisition Regulation (FAR)** provisions are applicable to this solicitation.

52.204-3 - Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"*Common parent*," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"*Taxpayer Identification Number (TIN)*," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c) (3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).* ☐ TIN: _____ . ☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government;

☐ Other. State basis. _____

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

(f) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name__

TIN__

52.204-5 - Women-Owned Business [Other Than Small Business] (May 1999)

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b) (1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

52.209-5 - Certification Regarding Responsibility Matters (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) **Are ☐ are not ☐** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **Have ☐ have not ☐**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) **Are ☐ are not ☐** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) **Have ☐ , have not ☐** , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to

contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal*, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-6 - Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ **intends**, ☐ **does not intend** (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" In paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
of the Plant
(Street Address, City,
Respondent
State, County, Zip Code)

Name and Address of Owner and Operator
or Facility if Other than Offeror or

☐

☐

52.219-1 - Small Business Program Representations (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is—562910.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is **not**, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is **not** a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is **not** a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is **not** a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is **not** an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is **not** a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is **not** a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is **not** a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(8) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is **not** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is **not** a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-21 - Prohibition of Segregated Facilities (Feb 1999)

(a) "*Segregated facilities*," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

52.222-22 - Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that:

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 - Affirmative Action Compliance (April 1984)

The Offeror represents that (a) it ☐ **has developed and has on file**, ☐ **has not developed and does not have on file**, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ **has not previously had** contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.222-38 - Compliance With Veterans' Employment Reporting Requirements (SEP 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

52.223-4 - Recovered Material Certification (MAY 2008)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

52.223-13 - Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award. (b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40

CFR ☐ (ii) The facility does not have 10 or more fulltime employees as 372.65 specified in section

313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094. (B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

EPAAR 1552.209-72 - Organizational Conflict of Interest Certification (Apr 1984)

The offeror [] is [] **is not** aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

EPAAR 1552.224-70 - Social Security Numbers of Consultants and Certain Sole Proprietors and Privacy Act Statement (Apr 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line:

[REDACTED]

EP 52.299-900 Signature Block (Apr 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature : _____

Title : _____

Date : _____

Flow Down Provisions**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1988)**

This Agreement incorporates the clauses listed below by reference. The clauses in this Section are based on provisions in FAR/EPAAR requirements and are incorporated by reference with the same force and effect as if they were given in full text. Upon request GES will make the full text available. Revisions applicable to these clauses are noted.

Also, the full text of a clause may be accessed electronically at this/these address (es):

FAR Clauses: <http://www.acquisition.gov/far/index.html>
 EPAAR Clauses: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

The terms "Government", and "Contracting Officer" as used in the following clauses shall be deemed to refer to GES and GES's Subcontract Representative, respectively; the term "Contractor" shall be deemed to refer to Subcontractor; the term "contract" shall mean this Subcontract; and the term "subcontract" shall be deemed to mean lower tier Subcontractor's subcontract(s). It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to GES, to insure Subcontractor's obligations to GES and to its Client (US Environmental Protection Agency), and to enable GES to meet its obligations under its Prime Contract. The term "FAR" means the Federal Acquisition Regulations and the term "EPAAR" means the Environmental Protection Agency Acquisition Regulations Supplement.

1. **APPLICABLE TO ALL ORDERS**

FAR NUMBER	REF. DATE	CLAUSE TITLE
52.202-1	Nov 2013	Definitions
52.203-3	Apr 1984	Gratuities - In subparagraph (a)(1), add GES after Government.
52.203-5	May 2014	Covenant Against Contingent Fees
52.203-17	April 2014	Contacting Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.215-2	Oct 2010	Audit and Records Negotiation
52.215-19	Oct 1997	Notification of Ownership Changes
52.222-21	Apr 2015	Prohibition of Segregated Facilities
52.225-11	May 2014	Buy American-Construction Materials Under Trade Agreements
52.227-14	May 2014	Rights in Data-General
52.232-23	May 2014	Assignment of Claims
52.242-1	Apr 1984	Notice of Intent to Disallow Costs

FAR REF. NUMBER	DATE	CLAUSE TITLE
52.242-3	May 2014	Penalties for Unallowable Costs
52.252-6	Apr 1984	Authorized Deviations in Clauses
52.253-1	Jan 1991	Computer Generated Forms

2. APPLICABLE TO ALL ORDERS OVER \$2,500

FAR REF. NUMBER	DATE	CLAUSE TITLE
52.222-3	Jun 2003	Convict Labor
52.222-36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222-41	May 2014	Service Contract Act Labor Standards
52.222-43	May 2014	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Years and Option Contracts)

3. APPLICABLE TO ALL ORDERS OVER \$10,000

FAR REF. NUMBER	DATE	CLAUSE TITLE
52.215-2	Oct 2010	Audit and Records Negotiation
52.222-26	Apr 2015	Equal Opportunity
52.222-35	Jul 2014	Equal Opportunity for Veterans
52.222-37	Jul 2014	Employment Reports on Veterans

4. APPLICABLE FOR ALL ORDERS OVER \$25,000

FAR REF. NUMBER	DATE	CLAUSE TITLE
52.209-6	Aug 2013	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.219-8	Oct 2014	Utilization of Small Business Concerns
52.223-6	May 2001	Drug Free Workplace
52.242-13	Jul 1995	Bankruptcy
52.244-6	April 2015	Subcontracts for Commercial Items
52.246-25	Feb 1997	Limitation of Liability-Services

5. APPLICABLE TO ALL ORDERS OVER \$100,000

FAR REF. NUMBER	DATE	CLAUSE TITLE
52.203-7	May 2014	Anti-Kickback Procedures
52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	May 2011	Printing or Copied Double-Sided on Postconsumer Fiber Content Paper
52.222-4	May 2014	Contract Work Hours and Safety Standards Act (Overtime Compensation)
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.229-3	Feb 2013	Federal, State and Local Taxes

6. APPLICABLE TO ALL ORDERS OVER \$500,000

FAR REF. NUMBER	DATE	CLAUSE TITLE
52.215-15	Oct 2010	Pension Adjustments and Asset Reversions
52.215-19	Oct 1997	Notification of Ownership Changes

7. APPLICABLE TO ALL CONSTRUCTION ORDERS

FAR REF. NUMBER	DATE	CLAUSE TITLE
52.222-7	May 2014	Withholding of Funds
52.222-8	May 2014	Payrolls and Basic Records
52.222-9	Jul 2005	Apprentices and Trainees
52.222-10	Feb 1988	Compliance with Copeland Act Requirements
52.222-11	May 2014	Subcontracts (Labor Standards)
52.222-12	May 2014	Contract Termination - Debarment
52.222-13	May 2014	Compliance with Construction Wage Rate Requirements and Related Regulations
52.222-14	Feb 1988	Disputes Concerning Labor Standards
52.222-15	May 2014	Certification of Eligibility
52.227 - 4	Apr 1984	Patent Indemnity - Construction Contracts
52.228 - 2	Oct 1997	Additional Bond Security
52.228 - 11	Feb 1990	Pledges of Assets
52.228 - 15	Nov 2006	Performance and Payment Bonds - Construction
52.236 - 5	Apr 1984	Materials and Workmanship
52.236 - 7	Nov 1991	Permits and Responsibilities

8. APPLICABLE TO ALL COMMERCIAL ITEMS

FAR REF. NUMBER	DATE	CLAUSE TITLE
52.203 - 13	Apr 2010	Contractor Code of Business Ethics and Conduct
52.203 - 17	Apr 2014	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.219 - 8	Oct 2014	Utilization of Small Business Concerns
52.222 - 26	Apr 2015	Equal Opportunity
52.222 - 35	Jul 2014	Equal Opportunity for Veterans
52.222 - 36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222 - 50	Mar 2015	Combating Trafficking in Persons

This subcontract is also subject to the following Client - specific clauses which are hereby incorporated by reference:

EPAAR 1552.203 - 71 (Aug 2000) - Display of EPA Office of Inspector General Hotline Poster
EPAAR 1552.208 - 70 (Sep 2012) - Printing
EPAAR 1552.209 - 71 (May 1994) - Organizational Conflicts of Interest
EPAAR 1552.209 - 73 (May 1994) - Notification of Conflicts of Interest Regarding Personnel
EPAAR 1552.227 - 76 (May 1994) - Project Employee Confidentiality Agreement
EPAAR 1552.235 - 70 (Apr 1984) - Screening Business Information for Claims of Confidentiality
EPAAR 1552.235 - 71 (Apr 1984) - Treatment of Confidential Business Information
EPAAR 1552.237 - 74 (Apr 1984) - Publicity
EPAAR 1552.235 - 79 (Mar 2001) - Release of Contractor Confidential Business Information.
Deviation.

Confidentiality of Information

Any data that is generated or obtained during subcontract performance by the Subcontractor and/ any subcontractors shall be considered confidential and shall not be disclosed to anyone other than Environmental Protection Agency employees or to the DOJ, or to GES, without the prior written approval of the EPA Contracting Officer through GES, nor shall any such data be used for any other purpose except in connection with this subcontract. Any data generated or obtained during subcontract performance shall be delivered to the Government/EPA and GES at the request of GES.

Government Rights Under The Comprehensive Environmental Response, Compensation And Liability Act (CERCLA)

The award of this subcontract does not constitute a waiver of the Government's right to bring action against any person, or persons, including the Subcontractor, for liability under any provision of CERCLA. Furthermore, if the Subcontractor is determined to be liable under Section 107 of CERCLA, the Government may set-off the amount of any such liability against amounts otherwise due and payable under this subcontract.

The disclosure of any potential conflicts of interest as required in the "Conflict Of Interest" clauses of this subcontract shall not be construed or interpreted as an admission by the Subcontractor of any liability under CERCLA. Further, nothing contained within this subcontract shall be deemed, construed and/or interpreted as a waiver by the Subcontractor of any defenses it may have or may wish to assert in any action by the Government under CERCLA.

Retention and Availability of Subcontractor Files

(a) This subcontract contains the Federal Acquisition Regulation Clause 52.215-2 "Audit/Negotiation" wherein the Subcontractor is required to maintain and make available to the EPA Contracting Officer or representative of the EPA Contracting Officer (in accordance with FAR Subpart 4.7 "Subcontractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this subcontract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this subcontract. Such files shall be made available for examination, audit or reproduction.

(b) The Subcontractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Subcontractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Subcontractor shall make available to the Government and only to the Government the records described in (a) and (b) above and in the Audit clause for a period of ten (10) years after final payment under the subcontract. (FAR 4-703 (b)(1)).

(d) In addition, the Subcontractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties which relate to this subcontract (i.e. cost recovery) until such appeals, litigation or claims are disposed of.

(e) The Subcontractor shall not destroy original records relating to the subcontract until (1) all litigation involving the records has finally been settled and approval is obtained from the EPA Contracting Officer, or (2) ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the EPA Contracting Officer is obtained. In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) The Government may, in support of litigation cases, have the need for the Subcontractor to research and make available such records in a form and manner not normally maintained by the Subcontractor. Such effort shall be deemed to be within the scope of work under this subcontract. If this effort is required during subcontract performance, a negotiated supplemental agreement will be issued under the subcontract. If this effort is required after performance of this subcontract, a separate negotiated procurement action may be instituted with the Subcontractor.

(g) The final invoice (completion voucher), submitted after physical completion of the subcontract within the stated period of performance, will represent the final claim under the subcontract.

Use of ERRS Company-Owned Laboratories and Treatment Facilities

The OSC, in conjunction with the Contracting Officer, shall determine the appropriateness of using contractor-owned laboratories. Such determinations need to be based on competition, site safety concerns and the potential for an actual or apparent conflict of interest on the part of the contractor.

There are certain situations where the use of a contractor owned laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be disposed. However, under emergency response conditions, there may be instances where real time analytical support services from the contractor owned laboratories is necessary and does not present a conflict of interest. Situations of this nature would be the real time analysis of unstable hazardous waste materials to provide OSCs with the necessary handling information to protect the public health and environment as well as site personnel.

SAMPLE SUBCONTRACT

SAMPLE SUBCONTRACT AGREEMENT

SUBCONTRACT No.: SUBCONTRACT PRICE: NOT TO EXCEED EFFECTIVE DATE: UPON RECEIPT OF THE NOTICE TO PROCEED	PRIME CONTRACT No.: EP-S2-15-01 TASK ORDER No.: 0023 GOVERNMENT CLIENT: ENVIRONMENTAL PROTECTION AGENCY
SUBCONTRACTOR	GUARDIAN ENVIRONMENTAL SERVICES COMPANY, INC. 70 ALBE DRIVE NEWARK, DE 19701

DESCRIPTION OF WORK: TRANSPORTATION AND DISPOSAL OF NON-HAZARDOUS DEBRIS AT THE SITE
<div style="text-align: center;">TABLE OF CONTENTS</div> <div style="margin-left: 40px;"><p>Cover/Signature Page</p><p>Whereas Clauses</p><p>Schedule Articles</p><p>Exhibit A - Statement of Work</p><p>Exhibit B - Rates for Transportation and Disposal Services</p><p>Exhibit C - Release of Liens</p><p>Exhibit D - General Provisions</p><p>Exhibit E - SCA Wage Determination Sheet</p><p>Exhibit F - Certificate of Insurance</p></div>

Selected Subcontractor	Guardian Environmental Services Company, Inc.
Date:	Date:
Signature:	Signature:
Typed Name:	
Title:	

**SUBCONTRACT AGREEMENT
FOR
TRANSPORTATION AND DISPOSAL SERVICES
BETWEEN
GUARDIAN ENVIRONMENTAL SERVICES, INC.
AND
SELECTED SUBCONTRACTOR**

This Subcontract Agreement, effective XXXXXXXX, is entered into between Guardian Environmental Services, Inc. (hereinafter referred to as "Guardian") and selected subcontractor, (hereinafter referred to as "Subcontractor").

WHEREAS, Guardian has entered into Contract No. EP-S2-15-01 (the "Prime Contract") with the Environmental Protection Agency (EPA) to perform Emergency and Rapid Response Services;

WHEREAS Guardian has been issued Task Order 0023 to provide emergency response services at the Niagara Falls Boulevard site in Niagara Falls, NY;

WHEREAS, the scope of the Prime Contract requires performance of transportation and disposal (T&D) services;

WHEREAS, Guardian desires Subcontractor to perform certain transportation and treatment/disposal services in connection with the above and Subcontractor is willing to perform such services;

WHEREAS, the Subcontractor represents and warrants that it is qualified by registration and experience to perform all of the technical services required under the Subcontract; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

SCHEDULE ARTICLES

1.0 STATEMENT OF WORK

- 1.1 The Subcontractor shall furnish qualified personnel, material, and services not otherwise provided by Guardian under the terms of this Agreement, as necessary to perform those services as described in Exhibit A, (attached hereto and made a part of this Agreement), in support of Guardian obligations under Task Order 0023 under Prime Contract No. EP-S2-15-01 with the EPA.
- 1.2 Before undertaking work, Subcontractor shall carefully study and compare the specifications and check and verify pertinent figures shown thereon and all applicable field conditions. Subcontractor shall promptly report in writing to Guardian any conflict, error or discrepancy which Subcontractor may discover and shall obtain a written interpretation or clarification from Guardian before proceeding with any work affected thereby.
- 1.3 The Subcontractor shall perform all Work in a manner best calculated to promote prompt execution and to assure safety of life and property. The Subcontractor shall be completely and solely responsible for means and methods of performance of this Subcontract and the safety procedures and programs incidental thereto. The

Subcontractor shall be represented on the work site at all times by a competent supervisor.

- 1.4 The Statement of Work (Exhibit A) specifies anticipated waste streams that require disposal under this subcontract. Subcontractor will not be entitled to any adjustment in subcontract price as long as the actual waste streams are within these pre-established ranges.

2.0 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- 2.1 The time of beginning, rate of progress and time of completion of the work under the Subcontract are of the essence. The Subcontractor shall (a) commence work under this Subcontract as set forth in Article 5.0, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the date specified in Article 5.0. The time stated for completion shall include cleanup of the premises. Evidence that Subcontractor has started the procurement of materials, preparation and submission of support plans, detailed schedules, shop drawings, preparation of subcontracts and other preparatory work (not involving actual work at the site) will satisfy the requirement for commencement of work.
- 2.2 If, in the opinion of the Response Manager, Subcontractor falls behind the schedule required to meet completion requirements of this Subcontract, Subcontractor shall take steps necessary to improve its progress, including those that may be required by Guardian without additional cost to Guardian including; additional shifts, overtime, and increases in the number of work days and/or amount of equipment.
- 2.3 Failure of Subcontractor to comply with the requirements of this provision may result in a determination by Guardian that Subcontractor is not prosecuting the work with sufficient diligence so as to avoid endangering timely performance. In the event of such a determination Guardian may terminate the Subcontract for default.
- 2.4 Guardian shall be entitled to recover project-related costs from Subcontractor due solely to Subcontractor equipment delays, Subcontractor mobilization delays, the failure of the approved disposal facility(ies) to be able to accept waste, and delays caused by failure of Subcontractor to comply with project personnel health and safety requirements

For any delay in the acceptance of the waste from the site, not due to acts of GES, or other factors outside of the subcontractor's control (such as inclement weather, floods, acts of war, etc.) a reduction in the total charge for services will be **\$1500.00** per day, for each additional day the waste remains on site (see A.3 Schedule in SOW). For any costs incurred by GES due to subcontractor non-performance, costs incurred will be deducted from the subcontractor's invoice.

If liquidated damages are invoked GES will deduct the charges from the subcontractor's invoice prior to payment and notify the subcontractor in writing.

- 2.5 Subcontractor shall accept the risk of encountering inclement weather during implementation of described work and shall not be allowed stand-by time for inclement weather delays.

3.0 DISPOSAL METHOD & FACILITY

- 3.1 The Subcontractor must comply with all aspects of the U.S. Environmental Protection Agency's CERCLA Off-Site Disposal Policy, dated May 1985, as revised November 13, 1987 and October 27, 1993 by enactment of the Off-site Rule as set forth at CFR Part 300.440 (Procedures for Planning and Implementing Off-site Response Actions). These rules and procedures require, among other things, that waste may only be transferred to properly permitted facilities; that the facility must be in compliance with RCRA and other applicable Federal and State laws and regulations in effect at the time of disposal; and that the facility must have permits or other appropriate authorization to operate in order to be acceptable for receiving CERCLA waste.

The following disposal methods, transporter and facilities are approved for disposal of waste under this subcontract:

Disposal Method	Facility	Transporter

The Subcontractor may not utilize alternative disposal facilities without prior advance approval from Guardian. The Subcontractor will not be entitled to an adjustment in contract price if alternative disposal facilities are necessary.

4.0 MANIFESTS AND CERTIFICATES OF DISPOSAL

- 4.1 The Subcontractor shall provide certificates of receipt in the form of signed manifests to both Guardian and EPA within seven (7) business days from the date the wastes are transported offsite by the subcontractor. EPA is considered to be the generator of waste to be disposed of under this subcontract.
- 4.2 Certificates of treatment and/or disposal shall specify the treatment/disposal technology applied to each waste stream and the final disposition of each waste stream. Within sixty (60) days of waste shipment all waste disposal must be complete and all certificates of disposal and completed invoices received (must include at a minimum: all related executed manifests and all certificates of treatment, storage and disposal not previously received by GES and weight tickets as appropriate). *For any delay in the waste disposal or receipt of deliverables, payment will be reduced by 5% of the total invoiced amount under this subcontract for each 30-day period, beginning on the first day of each 30-day period.*
- 4.3 Copies of the manifests and certificates described in paragraphs 4.1 and 4.2 above must be attached to the invoice for payment. Invoices for disposal will not be processed without this documentation.

5.0 PERIOD OF PERFORMANCE

- 5.1 The period of performance for this Subcontract is _____. Time is of the essence.

- 5.2 Work shall be completed within the schedule proposed by Subcontractor which is included in the Statement of Work. Failure to meet the schedule dates will subject the Subcontractor to liquidated damages in the amount of 1500.00/day.

6.0 CONSIDERATION AND PAYMENT

- 6.1 The ceiling price for Transportation and Disposal services under this subcontract is not to exceed XXXXX and (zero) cents (\$XXXXX).
- 6.2 Upon delivery and acceptance work performed under this Subcontract, Guardian shall pay to the Subcontractor the extended unit price(s) for work as set forth in Exhibit B entitled "Rates for Transportation and Disposal Services", less any amount to be withheld pending compliance with other Articles of this Subcontract.
- 6.3 Invoices shall be prepared and submitted to:

Guardian Environmental Services Company, Inc.
70 Albe Drive
Newark, DE 19702
Attn: Accounts Payable
Email:ap@gesoncall.com

Invoices shall contain the following information: Subcontract number, dates of services. Invoices for disposal must include copies of manifests and/or certificates as set forth in paragraphs 4.1 and 4.2 above and be easily referenced to the pricing provided in Exhibit B

- 6.4 If Guardian objects to any invoice submitted by Subcontractor, Guardian shall so advise Subcontractor in writing giving reasons within seven days of receipt of an invoice. Guardian shall promptly invoice EPA for Subcontractor's services and shall make timely payment for any portion of the invoice not in dispute. **Guardian shall pay Subcontractor within ten (10) days of the time Guardian receives payment from EPA for the services invoiced.**
- 6.5 The Subcontractor warrants that title to all work covered by any invoice payment shall be, upon receipt of payment therefore from Guardian, free and clear of any liens, claims, security interests or encumbrances in favor of Subcontractor, any subcontractor, or any person or entity making claim by reason of having provided labor, materials or equipment pursuant to the Subcontract.
- 6.6 The price in paragraph 6.1 includes all applicable Federal, State and local taxes and duties.

- 6.7 The acceptance by the Subcontractor of the final payment shall release Guardian from all claims and all liability to the Subcontractor for all things done or furnished in connection with the work, and every act of Guardian and others relating to or arising out of the work, except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Subcontractor or its sureties or insurers from obligations under the Subcontract including, warranties, and liabilities, as herein provided or as may be imposed by law including but not limited to claims which indemnification is provided for under the provisions of this Subcontract. **The final invoice for payment must include the completed affidavit provided in Exhibit C to this subcontract. Final payment will be withheld pending receipt of this documentation.**

7.0 AUDIT, ACCESS TO RECORDS

- 7.1 Subcontractor shall maintain such books, records, documents, and other data, and shall use such accounting procedures and practices, as are necessary to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performance of this Subcontract. Guardian shall have the right to examine and audit all of the above in Contractor's offices upon reasonable notice to Subcontractor.
- 7.2 Subcontractor shall make available at his office at all reasonable times the materials described in the paragraphs above, for examination, audit, or reproduction for three years after the completion of this Subcontract, unless a longer records retention period is required under other provisions of this Subcontract.

8.0 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services and documentation called for hereunder shall be accomplished by the Guardian Response Manager or his designee.

9.0 WARRANTY OF SERVICES

- 9.1 Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of Guardian by which Guardian assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the Subcontract. "Correction," as used in this clause, means the elimination of a defect.
- 9.2 Notwithstanding inspection and acceptance by Guardian or any provision concerning the conclusiveness thereof, the Subcontractor warrants that all services performed under this Subcontract will, at the time of acceptance, be free from defects in workmanship, and conform to the requirements of this Subcontract. Guardian shall give written notice of any defect or nonconformance to the Subcontractor. This notice shall state either (1) that the Subcontractor shall correct or re-perform any defective or nonconforming services, or (2) that Guardian does not require correction or re-performance.
- 9.3 If the Subcontractor is required to correct or re-perform, it shall be at no cost to Guardian, and any services corrected or re-performed by the Subcontractor shall be subject to this clause to the same extent as work initially performed. If the Subcontractor fails or refuses to correct or re-perform, Guardian may, by subcontract or otherwise, correct or replace with similar services and charge to the Subcontractor the cost occasioned to Guardian thereby, or make an equitable adjustment in the Subcontract price.

- 9.4 If Guardian does not require correction or re-performance, Guardian shall make an equitable adjustment in the Subcontract price.

10.0 INDEMNIFICATION

- 10.1 The Subcontractor shall defend, indemnify and hold harmless to the full extent permitted by law, the United States Government and Guardian, and their employees and agents, from and against any and all claims damages, demands, suits, actions, judgments, liabilities, defaults, or costs and expenses, including court costs and attorney fees (all of which shall collectively be referred to herein as the "Liabilities"), including without limitation any claims or proceedings relating to any hazardous wastes or toxic substances present on each site or location, or involving any violation of, or any liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response Conservation and Liability Act ("CERCLA"), the Occupational Safety and Health Act ("OSHA"), or any other federal, state or local environmental statutes or any amendment thereto, extension thereof, or regulations therein, arising out of the Subcontractor's negligent performance and/or willful misconduct hereunder.

Notwithstanding any other provision herein to the contrary, the Subcontractor shall not be obligated to indemnify the United States Government and Guardian, and their employees and agents for liabilities caused by their negligent acts or omissions.

Subcontractor's and lower tier subcontractors' at any tier, Guardian's and Government's obligation under this clause shall survive any expiration or termination of this Subcontract or the period of performance hereunder for a period of five (5) years from the date of expiration or termination or completion of the last performance date of any task assignment issued under this Subcontract.

The contents of this paragraph 10.1 shall flow down to all subcontractors.

- 10.2 In addition to the indemnities provided in paragraph 10.1 above, Subcontractor shall defend, indemnify and hold Guardian harmless from any and all claims, damages, demands, suits, actions, judgments, liabilities, defaults, or costs and expenses arising directly or indirectly out of or related to the following:
- 10.2.1 Any assertion by the Government that any cost, price or fee included in the Prime Contract should or will be reduced as a result of, or arising out of facts attributable to, cost or pricing data furnished or required to be furnished by the Subcontractor or its lower tier Contractors which was not current, accurate, or complete.
- 10.2.2 A violation by Subcontractor of any applicable law, rule, or regulation.
- 10.2.3 Any penalty or fine incurred by or assessed against Guardian to the extent caused by Subcontractor, its employees, agents, suppliers, or Contractors.

10.2.4 Any failure on the part of Subcontractor to provide any certification or supporting information required hereunder or under applicable laws and regulations.

10.2.5 The provision by Subcontractor of any false or erroneous certifications or supporting information required hereunder or under applicable laws and regulations.

10.3 In the event that it is necessary to enforce the indemnity obligations herein, the losing party in any such enforcement action shall pay the prevailing party's court costs and reasonable attorney's fees.

11.0 SUBCONTRACTOR'S INSURANCE

11.1 General

11.1.1 The Subcontractor shall provide (from insurance companies acceptable to Guardian) the insurance coverage designated hereinafter at its cost.

11.1.2 The Subcontractor shall provide Guardian with any policy changes or revisions or endorsements, which materially alter the policy coverage within 30 days of such change or alternation. This notice shall be sent by registered mail.

11.1.3 In case of the breach of any provision of this Article, Guardian, at its option, may take out and maintain, at the expense of the Subcontractor, such insurance as Guardian may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Subcontractor under this Subcontract.

11.2 Subcontractor Insurance.

The Subcontractor shall not commence Work under this Subcontract until it has obtained all the insurance required hereunder and certification of such insurance has been received by Guardian, nor shall the Subcontractor allow any lower tier subcontractor to start work at a site until insurance specified below has been obtained. The Subcontractor shall provide current insurance certificates throughout the term of the Subcontract. Review of the insurance certificate by Guardian shall not relieve or decrease the liability of the Subcontractor hereunder. Should any of the policies be cancelled before the date thereof, notice will be delivered in accordance with the policy provisions.

11.3 Required Levels of Insurance.

The Subcontractor shall obtain at a minimum the following types of insurance:.

- 11.3.1 Workers' Compensation and occupational disease insurance in amounts needed to satisfy Federal and any State laws applicable to the jurisdiction where work is being performed including any occupational disease statutes;
- 11.3.2 Employer's liability insurance in the minimum amount of \$500,000 per occurrence;
- 11.3.3 Comprehensive or Commercial general liability insurance for bodily injury, death, or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence;
- 11.3.4 Comprehensive automobile insurance in the amounts of \$1,000,000 Combined Single Limit
- 11.3.5 Pollution Liability insurance in the amount of \$1,000,000 per occurrence.
- 11.4 Subcontractor's insurance for the liabilities assume by Subcontractor under the indemnity provision of this Subcontract, Guardian and the Government, its officers, agents and employees shall be named as additional insured on Subcontractor's insurance policies required under 11.3.3 and 11.3.4 which shall be primary to any coverage maintained by Guardian. This provision shall be included in any lower tier subcontractor.
- 11.5 Subcontractor shall arrange with its insurers a Waivers of Subrogation in favor of Guardian and its subcontractors and vendors on all insurance policies obtained or maintained for this project.

12.0 PROJECT SAFETY PROGRAM

Subcontractor agrees to cooperate with Guardian in efforts to prevent injuries to workers employed by either party in carrying on operations covered by this Subcontract and to adopt and place in effect such suggestions as may be offered by Guardian. Guardian has a Health and Safety Program for the promotion of the health and safety of all personnel engaged in on-site activities. In the event of an accident or incident that occurs during performance of This Part of the Project, Subcontractor shall notify Guardian as soon as possible, but not more than 24 hours following accident/incident. Subcontractor shall provide a copy of the Worker's Compensation Employer's First Report of Injury (or equivalent) within 24 hours of injury/illness that occurs during the performance of Work.

13.0 PUBLICITY

- 13.1 The Subcontractor agrees to notify and obtain the written approval of Guardian prior to releasing any information to any third parties including the news media regarding any work under this Subcontract except as required by law. The Subcontractor shall immediately notify Guardian of the receipt of a demand by a third party for the disclosure of field test data generated under this Subcontract. This requirement shall be inserted in all lower tier subcontracts issued under this Subcontract.
- 13.2 The Subcontractor agrees not to refer to this Subcontract in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Government, or considered by the Government to be superior to other products or services. News releases, advertising, and company brochures containing information pertaining to this procurement will not be made without concurrence of the Government which shall be requested by Guardian. This requirement shall apply to all lower tier subcontractors.

14.0 TECHNICAL DIRECTION

The performance of the work required under this Subcontract shall be subject to the technical direction and surveillance of the Guardian Response Manager. As used herein, "technical direction" is direction to the subcontractor, which fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to accomplish the statement of work. For the technical direction to be valid it:

- 14.1. Must be issued in writing consistent with the general scope of the work set forth in Exhibit A.
- 14.2. May not constitute new assignment of work or changes to the expressed terms, conditions, or specifications incorporated into the Subcontract.
- 14.3. Shall not constitute a basis for any increase in the price or extension to the delivery schedule set forth in the Subcontract.

As used herein, surveillance includes, but is not restricted to, the right of prior review and consent by the Response Manager to any Subcontractor initiated internal changes or changes within the terms, conditions, and Exhibit A, Statement of Work. Nothing contained in this Article authorizes the Subcontractor to incur costs in excess of the Subcontract Ceiling Price.

15.0 DISPUTES

If there is a dispute over any of the terms of this Agreement, there shall be a meeting of the parties, which shall be attended by a representative of each party who has authority to resolve the dispute. The meeting shall take place within three (3) days from written notice by any party that a dispute exists and shall be a prerequisite to any action, suit or proceeding over any of the terms of the Agreement, except when injunctive relief is necessary.

16.0 CONFIDENTIALITY OF INFORMATION

- 16.1 To the extent that the work under this Subcontract requires that the Subcontractor be given access to confidential or proprietary business, technical, or financial information belonging to Guardian or other companies, the Subcontractor shall after receipt thereof,

treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by Guardian in writing. The foregoing obligations, however, shall not apply to:

- 16.1.1 Information, which, at the time of receipt by the Subcontractor, is in public domain.
 - 16.1.2 Information, which is published after receipt thereof by the Subcontractor or otherwise becomes part of the public domain through no fault of the Subcontractor.
 - 16.1.3 Information, which the Subcontractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from Guardian or other companies.
 - 16.1.4 Information, which the Subcontractor can demonstrate was received by it from a third party who did not require the Subcontractor to hold it in confidence.
- 16.2 The Subcontractor shall obtain the written agreement, in a form satisfactory to the Guardian, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Subcontractor's organization directly concerned with the performance of the Subcontract.
- 16.3 The Subcontractor agrees, if requested by Guardian, to sign a Subcontract identical, in all material respects, to the provisions of this Article, with each company supplying information to the Subcontractor under this Subcontract, and to supply a copy of such Subcontract to Guardian. From time to time upon request of Guardian, the Subcontractor shall supply Guardian itemizing information received as confidential or proprietary and setting forth the company or companies from which the Subcontractor received such information.
- 16.4 The Subcontractor agrees that upon request by Guardian it will execute a pre-approved Subcontract with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by Guardian, such Subcontract shall also be signed by Subcontractor personnel.
- 16.5 This clause shall flow down to all subcontracts.

17.0 OWNERSHIP OF SUBCONTRACT DOCUMENTS

All portions of the Subcontract Documents, and copies thereof furnished by Guardian, are the property of Guardian and/or the Government. They are not to be used in whole or part on any other work without the written authorization of Guardian. Except for the signed copy of this Subcontract, at the request of Guardian, all documents are to be returned to Guardian at the completion of the work. Any use of these materials without authorization by Guardian will be at the risk of the Subcontractor and without liability or legal expense to Guardian. The Subcontractor shall defend, indemnify and hold Guardian harmless from any and all damages of whatsoever kind, including reasonable attorneys' fees, from any and all claims arising from any such use.

18.0 GENERAL AND SPECIAL PROVISIONS

This Subcontract includes the General Provisions set forth as Exhibit D to this Subcontract.

19.0 ORDER OF PRECEDENCE

In the event of an inconsistency in this Subcontract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule Articles; (b) General Provisions in Exhibit D, (c) other Exhibits; and (d) drawings.

If, during the performance of the Work, Subcontractor finds a conflict, error or discrepancy in the Subcontract Documents, Subcontractor shall so report to Guardian immediately, and before proceeding with the work affected thereby, shall obtain a written interpretation or clarification from Guardian.

20.0 NOTICES

All correspondence and communication associated with this Subcontract shall be addressed to the following individuals:

Guardian Environmental Services Company, Inc.
70 Albe Drive
Newark, DE 19702
Attn: Janelle Kite
Telephone: (302) 518-1917
Fax: (302) 834-1959
jkite@gesoncall.com

Selected Subcontractor
Subcontractor Address
Subcontractor Address
Attn: Subcontractor Contact
Phone:
Fax:
Subcontract Contact E-mail Address:

21.0 COMMUNICATIONS WITH THE FEDERAL GOVERNMENT

All of the Subcontractor's written or verbal communications to the Federal Government, State or local agencies relative to work under this Subcontract **must** be through Guardian.

22.0 GENERAL

- 22.1 This Subcontract contains the entire Subcontract between Guardian and Subcontractor with respect to this procurement and supersedes any other Subcontracts or understandings oral or written. Failure of Guardian to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights under this Subcontract. Upon execution of this Subcontract by the parties hereto, all proposals, orders, Subcontracts or other understandings, oral or written, in relation to this Subcontract (except as specifically incorporated herein) shall be canceled and superseded by this Subcontract as of its effective date.
- 22.2 Subcontractor agrees that in all matters relating to this Subcontract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Subcontract. Subcontractor shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Guardian and/or the Government and shall have no authority to represent Guardian as an agent.
- 22.3 In the event any article, section, sub-article, paragraph, sentence, clause, or phrase contained in this Subcontract shall be determined, declared, or adjudged invalid, illegal, unconstitutional or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses, or phrases of this Subcontract, which shall remain in full force and effect.
- 22.4 The headings and titles to provisions of this Subcontract are for convenience only and shall not be deemed to modify or affect the rights and duties of the parties to this Subcontract.
- 22.5 Neither the Subcontract nor any interest therein shall be assigned or transferred by Subcontractor, except as expressly authorized by Guardian. Subcontractor may not subcontract any work under this Subcontract without advance approval from Guardian.
- 22.6 Except as otherwise directed by Guardian, Subcontractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the Subcontract is performed.
- 22.7 In addition to the rights set forth in this Subcontract relating to termination, Guardian may terminate this Subcontract for default, in whole or in part, by written or telegraphic notice to Subcontractor if (i) the Subcontractor shall become insolvent or make a general assignment for the benefit of creditors, or (ii) a petition under any bankruptcy or similar statute is filed by or against the Subcontractor and not vacated within ten days after it is filed.
- 22.8 Any terms and conditions of this Subcontract intended by their terms to survive the Subcontract completion date, including but not limited to indemnification, record keeping

requirements, price reduction based on cost or pricing data, latent and patent defects, warranty and other provisions, shall survive the completion of services under this Subcontract and the termination of this Subcontract for any cause.

- 22.9 This Subcontract shall be governed by and construed in accordance with Federal Government procurement law and, to the extent applicable, laws of the State of Delaware. Subcontractor agrees to comply with the applicable provisions of any Federal, State or local law or ordinance and all orders, rules and regulations issued therein.

23.0 MODIFICATION AUTHORITY

Notwithstanding any of the other Articles of this Subcontract, Mr. Joseph A. Cunane, President, and Sherry Maule, Chief Financial Officer of Guardian Environmental Services Company, Inc., shall be the only individuals authorized to (1) Accept nonconforming work; (2) Waive any requirement of this Subcontract; or (3) Modify any term or condition of this Subcontract. Any modification to this subcontract agreement must be completed in writing and signed by the representatives of both parties before it is enacted.

24.0 NON-CONFORMING WASTE MATERIALS

If the waste materials do not conform to the descriptions and specifications stated in the corresponding facility Waste Profile Sheet, the Subcontractor and Guardian shall in good faith, attempt to amend the Waste Profile Sheet and any other pertinent documents, and/or correct any improper containerization, marking or labeling to enable the facility to accept such non-conforming waste materials. If the parties cannot, within a reasonable time after the Subcontractor notifies Guardian the waste materials are non-conforming, resolve the same as set forth above, the Subcontractor and Guardian shall make arrangements for the removal of such non-conforming waste materials from the facility.

EXHIBIT A
STATEMENT OF WORK

EXHIBIT B
RATES FOR TRANSPORTATION AND DISPOSAL SERVICES

EXHIBIT C
SUBCONTRACTOR'S RELEASE

SUBCONTRACTOR:
ADDRESS:

SUBCONTRACT NO.
PRIME CONTRACT EP-S2-15-01

WHEREAS, the above named Subcontractor entered into the referenced Subcontract with Guardian Environmental Services, Inc. (Guardian) for performance by the Subcontractor of the Scope of Work described in Exhibit A of the above referenced Subcontract; and

WHEREAS, under the Subcontract certain monies are not due and payable unto the Subcontractor until all bills for labor, material and other charges arising in the performance of the Scope of Work have been fully paid by the Subcontractor;

NOW THEREFORE, for the purpose of inducing Guardian to pay over such monies unto the Subcontractor, the Subcontractor does hereby:

1. Warrant and represent to Guardian that all bills for labor, material, subcontracted work, equipment rental, taxes, insurance, and all other charges arising in connection with the performance of the Scope of Work have been fully paid by or for the Subcontractor, except as attached herein:
2. Agrees to indemnify and hold harmless Guardian and the Government from and against all mechanic's liens, claims, demands, penalties, losses, costs, damages and liabilities in any manner arising out of or in connection with any claim by any person, entity or agency for payment for work or labor performed or material furnished pursuant to or in connection with the Subcontract.
3. Release, relive and discharge Guardian and the Government from all claims for payment (other than unpaid retainage, if any) for work performed under or in connection with the Subcontract or any modification thereto except as attached herein:

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 2016.

By: _____

Title: _____

WITNESS CERTIFICATION

I, _____, certify that I am the Attesting Officer of the corporation named as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was then an authorized Officer of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Seal

Signature

EXHIBIT D

GENERAL PROVISIONS

GP SET 309

General Provisions are found at the following website:

www.gespurchasing.com

EXHIBIT E
SCA WAGE DETERMINATION

EXHIBIT F
INSURANCE CERTIFICATE